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PHYSICAL LOCATION
Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

PURCHASING DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

INVITATION TO BID
Golf Cart

Bid Date: July 19, 2019	Bid Number: 51901-19B-022	Return Quotation By: July 30, 2019 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

The Montgomery County Commission reserves the right to award this bid on an all or none basis; to refuse all bids; and to waive technicalities.

Questions regarding this bid should be directed to Tammy Turner, Buyer II, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1603.

Donald L. Mims
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 51901-19B-022 must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
4. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
5. All pricing shall be F.O.B., Montgomery, Alabama. Delivery will be to the office of the ordering department listed on the purchase order with all freight charges paid by the vendor. Freight cost will be included in the bid price.
6. Vendors having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County.
7. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program. A memorandum of understanding must be provided before a contract/purchase order is issued.

DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

BID PROTEST PROCEDURE

A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

ALABAMA'S IMMIGRATION LAW

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Golf Cart Specifications

Montgomery County Commission desires to purchase one (1) 2020 Express L6 Ezgo EFI Gas Powered Golf Cart or Approved Equal.

Body & Chasis

Frame – Welded Tubular Steel with Powder Coating.

Body & Finish – Injection-Molded TPO

Color – White

Dimensions

Overall Length – 143.5 in (364 cm)

Overall Width – 48.5 in (123 cm)

Overall Height – 48.8 (124 cm) (top of Steering Wheel) (Without Roof) 72 in (183 cm) (Top of Canopy) (With Roof)

Wheel Base – 93.5 in (237 cm)

Wheel Track – (Front) 37.5 in (95 cm) (Rear) 38.5 in (98 cm)

Ground Clearance – 7.0 in (18 cm)

Power

Power Source – 4-Cycle 24.5 cu in (401 cc)

13.5 -hp Gas Engine with closed-loop electronic fuel injection

Valve Train – Single Cylinder OHV

Horsepower (KW) – 13.5 hp (10.1 kw) exceeds SAE J1940 Standard

Electrical System – Starter/Generator – Solid State Regulator

Battery (Qty/Type) - One, 12-Volt Maintenance Free

Key or Pedal Start – Key Start

Air Cleaner – Replaceable Dry Cartridge
Lubrication – Pressurized Oil System

Oil Filter – Spin -on

Cooling System – Air Cooled

Fuel Capacity – 5.96 Gallon (22.6 L) Tank

Drive Train – Continuously Variable Transmission (CVT)

Transaxle – Differential with Helical Gears

Gear Selection – Forward – Reverse

Steering & Suspension

Steering – Self-compensating rack and pinion

Suspension – Leaf Springs with hydraulic shock absorbers

Service Brake – Rear wheel mechanical self-adjusting drum brakes

Parking Brake – Self-compensating, single-point engagement

Tires – All-terrain 23 x 10.5 – 12 mounted on alloy wheel

Accessories

Fold Down Windshield

4” Lift Kit

Convertible Rear Seat

Quantity	Description	Make	Model	Total Price
1 Each	2020 Express L6 Ezgo EFI Gas Powered Golf Cart or Approved Equal	_____	_____	\$ _____

Complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

Official Signature

Printed Name and Title

Date: _____

Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title